

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1112

Introduced by Council Member Boyer

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ENTER INTO AN AGREEMENT WITH THE HAVRE DE GRACE GREEN TEAM LTD, AS IT RELATES TO COMPOSTING COLLECTION WITH GARRITY RENEWABLES, LLC. ON CITY PROPERTY

On: 6/20/2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for July 3, 2023 at 7:00 p.m.

EXPLANATION
Underlining indicates matter added to existing law.
[Bold Brackets] indicate matter deleted from existing law.
Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

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32 **WHEREAS**, the Havre de Grace Green Team Ltd., an Internal Revenue Code 501c3 tax-
33 exempt Maryland corporation, (“Green Team”) was established in April 2013 by a group of
34 volunteers to review, evaluate, and implement sustainable green initiatives; and

35 **WHEREAS**, the Green Team’s goal is to create a “Greener” more sustainable community
36 within the City of Havre de Grace; and

37 **WHEREAS**, the Green Team and the City entered into a MOU in May 2020 to explore
38 food waste composting at a collection site on City-owned property at Hutchins Park, and extended
39 the MOU in January 2021; and renewed the MOU in June 2022; and

40 **WHEREAS**, the Green Team wishes to renew the agreement and continue food waste
41 composting at a collection site on City-owned property at Hutchins Park; and

42 **WHEREAS**, the Green Team is entering into a contractual agreement with Garrity
43 Renewables, LLC, a veteran owned business focused on organic waste collection and composting
44 in Maryland;

45 **NOW THEREFORE**, it is this ____ day of ____, 2023 determined, decided and ordained
46 by the Mayor and City Council that the Mayor is authorized to enter into an Agreement with the
47 Havre de Grace Green Team LTD and Garrity Renewables LLC., in a form substantially similar
48 to that which is attached as **EXHIBIT A** to this Ordinance, for a period of one year, at which time
49 the Agreement may be renewed at the discretion of the Mayor and City Council of Havre de Grace.

50 ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of _____, 2023.

51 SIGNED by the Mayor and attested by the Director of Administration this ___ day of _____,
52 2023.

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56 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

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59 _____
60 Stephen J. Gamatoria
61 Director of Administration

William T. Martin
Mayor

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64 Introduced/First Reading: 6/20/2023

65 Public Hearing: 7/3/2023

66 Second Reading/Adopted:

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68 Effective Date:
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EXHIBIT A to ORDINANCE NO. _____



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410-939-1800

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**AGREEMENT BETWEEN
HAVRE DE GRACE GREEN TEAM AND
THE CITY OF HAVRE DE GRACE, MARYLAND**

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This Agreement (“Agreement”) dated the ___ day of _____, 2023 is entered into by the HAVRE DE GRACE GREEN TEAM, LTD., a charitable organization in good standing and organized under the laws of Maryland (“Green Team”), and GARRITY RENEWABLES LLC. (“Garrity”), and the MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, a Maryland municipal corporation ("City"), for the purposes of defining the rights and responsibilities of each party with respect to food waste collection and composting operation by the Green Team on a parcel of land known as Hutchins Park owned by the City. Both parties agree to bind themselves according to the provisions of this Agreement to the extent this Agreement is not inconsistent with the City Code, City Charter or Maryland law.

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The Green Team agrees to:

1. Ensure that the bins are maintained, and shall keep the area remaining free of debris and clutter that does not belong.
2. Ensure that bins are replaced at least one time per week by the contractor.
3. Maintain and provide the City with a General Liability Policy for the location
4. A contractual agreement with Garrity shall remain in force for the duration of the operation OR the operation may be terminated by any party upon 30 days prior written notice and served upon the other parties.
5. Maintain the signage that depicts the type of waste that may not be disposed; including, without limitation, that no hazardous non-organic items in the bins (glass, bathroom trash, batteries, oils, crab shells, fish or electronics waste) shall be permitted.

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The City agrees to:

1. Continue to allow composting on a mutually agreed location on City-owned property adjacent to Hutchins Park (see map attachment 1)
2. Continue to maintain an 8ft. by 12ft., roughly 6 feet tall fenced enclosure with a gate at least 3 feet wide to accommodate up to six composting bins.

34 The enclosure can be locked at night for security purposes provided the city handles the locking
35 and unlocking. The hours of operation shall be 7 am – 7 pm daily. A key will be provided to
36 Garrity and the Green Team.

37 Any additional or replacement signage for the enclosure, which the City shall install will be
38 provided by the Havre de Grace Green Team, Ltd.

39 The City shall not be responsible for any non-compostable matter, contaminated materials, or any
40 other materials left at the site, which is not associated with the intent of this program.

41 The City shall not be responsible for damaged or stolen compost bins.

42 Any payments for service shall be the responsibility of the Havre de Grace Team Ltd. and Garrity
43 Renewables, LLC.

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45 This Agreement shall end no later than July 1, 2024.

46 On or before July 1, 2024, and simultaneous with the Green Team’s presentation of the status of
47 the Food Forest project, the Green Team shall present to the Mayor and City Council an overview
48 of the successes and failures of the Food Composting Program.

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50 The City, at its sole discretion, may terminate this Agreement or amend any portion of the
51 Agreement at any time and for any reason if it is deemed to be in the best interest of the City.

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53 ATTEST: HAVRE DE GRACE GREEN TEAM, LTD

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58 ATTEST: MAYOR AND CITY COUNCIL
59 OF HAVRE DE GRACE

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61 _____

62 By: Stephen J. Gamatoria
63 Director of Administration

By: William T. Martin
Mayor

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65 Approved for legal sufficiency:

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68 _____
69 April C. Ishak, City Attorney

Attachment 1

Location of Food Waste Composting

